

★ DEC 07 2018 ★

BROOKLYN OFFICE

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
HSI, *et al.*,

Plaintiffs,

- against-

CHEN, *et al.*,

Defendants.  
-----X

**MEMORANDUM DECISION  
AND ORDER**

1:17-cv-05436 (AMD) (LB)

**ANN M. DONNELLY, United States District Judge:**

On September 15, 2017, the plaintiffs commenced this civil action alleging breach of contract, fraud, and unjust enrichment. (ECF No. 1.) The plaintiff served defendants Wen Qing Chen, Xiu Xiang Chen, and Lai Lai Inc. with the complaint and summons on October 16, 2017.<sup>1</sup> (ECF Nos. 22,23,24.) The defendants did not respond to the complaint or appear in this action, and on July 27, 2018, the Clerk of Court noted entry of default against them. (ECF No. 36.)

On July 29, 2018, the plaintiffs moved for a default judgment against the defendants, pursuant to Federal Rule of Civil Procedure 55(b)(2) and Local Rule 55.2. (ECF No. 37.) I referred the petition to Magistrate Judge Lois Bloom for a Report and Recommendation (“R&R”). On September 24, 2018, Judge Bloom issued a thorough and well-reasoned R&R, recommending that I grant the plaintiffs’ breach of contract claim, and deny their fraud and unjust enrichments claims. (ECF No. 44.) Judge Bloom also recommended that I award the plaintiffs \$150,000 in damages jointly and severally against the defendants, \$550 in costs, and

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<sup>1</sup> The plaintiffs voluntarily dismissed their claims against defendants Herminio G. Vicuna and Irma B. Tipaz on April 3, 2018. (ECF Nos. 18, 19.)

post-judgment interest on all sums awarded from the date of judgment until the date of payment.

(*Id.*) No objections have been filed to the R&R, and the time for doing so has passed. (*Id.*)

A district court “may accept, reject, or modify, in whole or in part, the findings or recommendations made by the magistrate judge.” 28 U.S.C. § 636(b)(1). To accept those portions of the R&R to which no timely objection has been made, “a district court need only satisfy itself that there is no clear error on the face of the record.” *Jarvis v. N. Am. Globex Fund. L.P.*, 823 F.Supp.2d 161, 163 (E.D.N.Y. 2011) (internal quotation marks omitted).

I have carefully reviewed Judge Bloom’s thoughtful and cogent R&R, and find no error. Accordingly, I adopt the R&R in its entirety. Default judgment is entered in the plaintiffs’ favor on their breach of contract claim. I award the plaintiffs \$150,000 in damages, jointly and severally against the defendants, \$550 in costs, and post-judgment interest from the date of judgment until the date of payment.

**SO ORDERED.**

s/Ann M. Donnelly

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Ann M. Donnelly  
United States District Judge

Dated: Brooklyn, New York  
December 6, 2018